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7 *STATE FARM MUTUAL AUTOMOBILE*  
*INSURANCE COMPANY*

8  
9 UNITED STATES DISTRICT COURT  
10 DISTRICT OF NEVADA, NORTHERN DIVISION  
11

12 KATHLEEN R. HACKLER, formerly known  
as KATHLEEN R. ROMERO,

13 Plaintiff,

14 vs.

15 STATE FARM MUTUAL AUTOMOBILE  
16 INSURANCE COMPANY; DOES 1-X,  
inclusive; ABC CORPORATIONS,  
17 inclusive; and, XYZ PARTNERSHIPS,  
inclusive,

18 Defendant.  
19

CASE NO. 3:14-cv-00531-MMD-VPC

STIPULATED CONFIDENTIALITY  
AGREEMENT AND PROTECTIVE  
ORDER

20 Upon order of the Court (Doc. #59), Plaintiff KATHLEEN R. HACKLER ("Plaintiff")  
21 and Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ("State  
22 Farm"), the parties having met and conferred on the matter, hereby agree to the following  
23 stipulated confidentiality agreement and protective order and request that the Court enter  
24 an order upon said stipulation:

25 1. This Confidentiality Agreement and Protective Order shall govern the  
26 production of a certain section of the State Farm Auto Claims Manual titled "Advanced  
27 Payment of First Party Coverages" (the "Advanced Payment section").

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1           2.     State Farm asserts that the Advanced Payment section is confidential and  
2 proprietary within the meaning of FRCP 26(c)(1)(G).     State Farm will produce the  
3 Advance Payment section upon the Court's entry of this Stipulated Confidentiality  
4 Agreement and Protective Order.

5           3.     Prior to production, State Farm will mark the Advance Payment section  
6 "Confidential and Proprietary" and "Produced pursuant to Confidentiality Agreement and  
7 Protective Order."

8           4.     Upon production, the Advanced Payment section shall be revealed only to:  
9                 a)     Plaintiff;  
10                b)     Plaintiff's counsel of record in this case;  
11                c)     Defendant;  
12                d)     Defendant's counsel of record in this case;  
13                e)     Paralegals and secretarial employees under counsels' direct  
14 supervision;  
15                f)     Outside photocopying, translating, document management, and  
16 exhibit preparation services engaged by a party for purposes of this  
17 litigation;  
18                g)     Persons employed by counsel to act as consultants or experts in this  
19 action;  
20                h)     Any other person State Farm agrees in writing may be shown such  
21 documents; and  
22                i)     The Court and court personnel, stenographic reporters, and  
23 videographers at depositions taken in this action and any jury  
24 empanelled in this action and to any order the Court subsequently  
25 enters to preserve the confidentiality of documents used at trial.

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1           5.     The Advance Payment section shall be used only for the purposes of  
2 prosecuting or defending this action. Under no circumstances shall the Advance  
3 Payment section be disclosed to or discussed with anyone other than the individuals  
4 designated in Paragraph 4.

5           6.     Prior to disclosure of the Advance Payment section to any individual other  
6 than those designated in Paragraph 4 subsections (a), (b), (c), (d), (e), and (i), counsel  
7 shall require such individual to read this Protective Order and sign the Agreement which  
8 is attached hereto as Exhibit A and shall provide a copy of the signed Agreement to  
9 counsel for State Farm.

10          7.     Prior to submitting any filing which attaches or contains language from the  
11 Advance Payment section, Plaintiff must confer with State Farm regarding submitted the  
12 filing under seal. At State Farm's discretion, Plaintiff will file the pleading under seal and  
13 State Farm will contemporaneously file a motion for leave to file the documents under  
14 seal, consistent with the court's electronic filing procedures in accordance with Local Rule  
15 10-5(b). Notwithstanding any agreements among the parties, State Farm bears the  
16 burden of overcoming the presumption in favor of public access to papers filed in court.  
17 *Kamakana v. City and County of Honolulu*, 447 F.2d 1172 (9<sup>th</sup> Cir. 2006); *Pintos v. Pac.*  
18 *Creditors Ass'n*, 605 F.3d 665, 677-78 (9<sup>th</sup> Cir. 2010).

19          8.     This Order is subject to revocation and modification by Order of the Court  
20 upon written stipulation of the parties or upon motion and reasonable notice, including  
21 opportunity for hearing and presentation of evidence.

22          9.     If any Party believes that it is not bound by this Order respecting the  
23 Advance Payment section, it shall give notice to counsel for State Farm at least 30 days  
24 before the Party uses or discloses the Advance Payment section in a manner prohibited  
25 by this Order, to enable State Farm to contest the intended use through a motion to the  
26 Court.

27          10.    Within 30 days of the final termination of this case, the Advance Payment  
28 section, including any copies or extracts or summaries thereof or documents containing

1 information taken therefrom, shall be returned to counsel for State Farm. In the  
2 alternative, within 30 days of the final termination of this case, all such documents,  
3 including copies or extracts or summaries thereof, may be shredded or disposed of in a  
4 manner to ensure the destruction thereof and a declaration certifying such destruction or  
5 disposal provided to State Farm.

6 11. In any action or proceeding to enforce this Stipulated Protective Order the  
7 prevailing party shall be entitled to recover its reasonable attorneys' fees and costs,  
8 without limiting any other relief that may be available.

9 12. This Order shall remain in effect until the conclusion of this case.

10 DATED this 27<sup>th</sup> day of May, 2016.

DATED this 27<sup>th</sup> day of May, 2016.

11 LEWIS BRISBOIS BISGAARD & SMITH

BRADSHAW LAW LLC

12 /s/ Pamela L. McGaha

/s/ Denise A. Bradshaw

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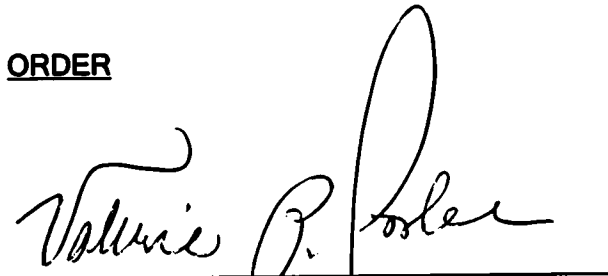
*Attorneys for Plaintiff*

Las Vegas, Nevada 89118

*Attorneys for Defendant*

18  
19 ORDER

20 IT IS SO ORDERED.

21  
22  
23 

24 DISTRICT COURT JUDGE

DISTRICT COURT MAGISTRATE JUDGE

25  
26 Dated: May 31, 2016

**EXHIBIT A**

**ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO  
COMPLY WITH STIPULATED CONFIDENTIALITY AGREEMENT AND  
PROTECTIVE ORDER**

The undersigned hereby acknowledges that he/she has been provided with a copy of the parties' STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER in the lawsuit captioned Kathleen Hackler vs. State Farm Mutual Automobile Insurance Company (United States District Court, District of Nevada Case No. 3:14-cv-00531-MMD-VPC). The undersigned agrees to be bound by the terms of the referenced *Stipulated Confidentiality Agreement and Protective Order* in the same manner as Plaintiff, Defendant, and their attorneys.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Litigation Participant - Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Occupation of Business